

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

**"TIBS"**

TWO IF BY SEA BROADCASTING CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Micheal L. Parker, President

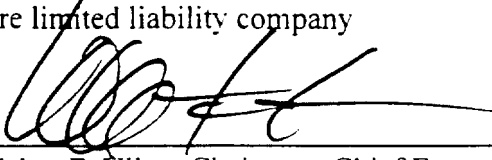
**"Trustee"**

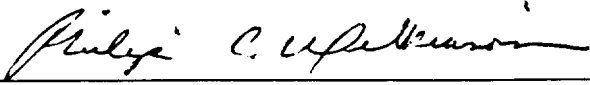
MARTIN W. HOFFMAN, the trustee-in-bankruptcy for Astroline  
Communications Company Limited Partnership, Debtor

By: \_\_\_\_\_  
Martin W. Hoffman, Trustee

**"ECC"**

ENTRAVISION COMMUNICATIONS COMPANY, L.L.C.,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Walter F. Ulloa, Chairman, Chief Executive Officer and  
Managing Member

By:  \_\_\_\_\_  
Philip C. Wilkinson, President, Chief Operating Officer and  
Managing Member

**"Shurberg"**

ALAN SHURBERG, dba Shurberg Broadcasting of Hartford

By: \_\_\_\_\_  
Alan Shurberg

***[Signature Page to Station Sale and Settlement Agreement]***

ODMA PCDOCS SDLIB01 2740:9

Agreed to by:

\_\_\_\_\_  
Two If By Sea Broadcasting Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alan Shurberg, dba Shurberg Broadcasting  
of Hartford

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

"TIBS"

TWO IF BY SEA BROADCASTING CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Micheal L. Parker, President

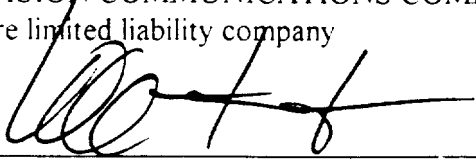
"Trustee"

MARTIN W. HOFFMAN, the trustee-in-bankruptcy for Astroline  
Communications Company Limited Partnership, Debtor

By: \_\_\_\_\_  
Martin W. Hoffman, Trustee

"ECC"

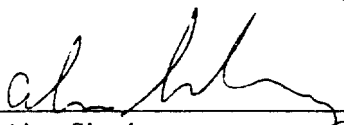
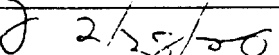
ENTRAVISION COMMUNICATIONS COMPANY, L.L.C.,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Walter F. Ulloa, Chairman, Chief Executive Officer and  
Managing Member

By: \_\_\_\_\_  
Philip C. Wilkinson, President, Chief Operating Officer and  
Managing Member

"Shurberg"

ALAN SHURBERG, dba Shurberg Broadcasting of Hartford

By:  \_\_\_\_\_  
Alan Shurberg 

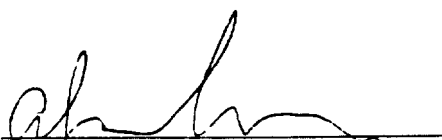
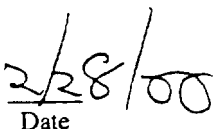
*[Signature Page to Station Sale and Settlement Agreement]*

\\DATA\PCDOCS\SDLIB01 27409

Agreed to by:

Two If By Sea Broadcasting Corporation

\_\_\_\_\_  
Date

   
\_\_\_\_\_  
Alan Shurberg, dba Shurberg Broadcasting  
of Hartford Date

## LIST OF EXHIBITS AND SCHEDULES

### Exhibits

1. Purchase and Assignment Agreement
2. Tower Site License Agreement
3. Original Time Brokerage Agreement
4. TIBS Other Assets
5. Original Assignment of Tower License and Equipment Lease
6. Excluded Assets
7. Bankruptcy Court Order (*Authorization of Assignment of Station Assets*)
8. Bankruptcy Court Order (*Authorizing Increased Payment to Trustee*)
- 9-A. Current Time Brokerage Agreement
- 9-B. Current Assignment of Tower License and Equipment Lease
- 10-A. Parker Promissory Note
- 10-B. Shurberg Promissory Note
11. FCC Action Re DTV
12. Form of Release
13. Form of Noncompetition Agreement
14. Form of Legal Opinion
15. Notice of Intention Re DTV

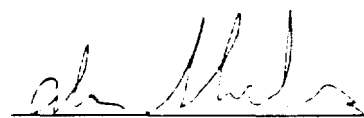
### Schedules

1. Contracts
2. Employees
3. Litigation
4. Encumbrances
5. Liabilities
6. Intellectual Property Assets

Agreed to by:

Two If By Sea Broadcasting Corporation

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alan Shurberg, dba Shurberg Broadcasting  
of Hartford

2/28/00  
\_\_\_\_\_  
Date

EXHIBITS NOT PROVIDED WITH THIS COPY

**EXHIBIT C**

**SHURBERG'S REQUEST TO DISMISS  
CONSTRUCTION PERMIT APPLICATION**

**SHURBERG BROADCASTING OF HARTFORD**

**April 4, 2000**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554

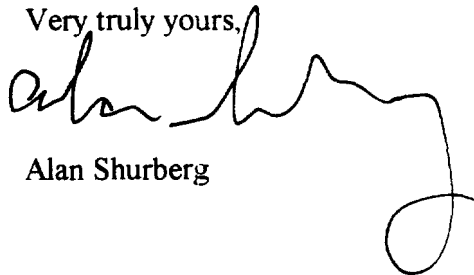
Re: Shurberg Broadcasting of Hartford  
Application for Construction Permit for  
New UHF Television Station on Channel 18 at  
Hartford, Connecticut  
File No. BPCT-831202KF

Dear Ms. Salas:

Shurberg Broadcasting of Hartford, the applicant, in File No. BPCT-831202KF, for a construction permit for a new UHF television station on Channel 18, hereby requests that the application be dismissed with prejudice. This request is contingent on the Commission granting its consent to the Joint Request for Approval of Settlement Agreement in MM Docket No. 97-128, which is being filed simultaneously with the Commission.

Should there be any questions in regard hereto, please communicate with Jonathan Shurberg, Esq. at (301) 585-0707.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan Shurberg', with a long, sweeping horizontal stroke extending to the right and a large loop at the end.

Alan Shurberg

cc: Peter D. O'Connell, Esq.  
Thomas Hutton, Esq.  
Barry A. Friedman, Esq.  
Mr. Clay Pendarvis, FCC Video Services Division  
Mr. John Riffer, FCC Office of the General Counsel

**EXHIBIT D**

**SHURBERG'S REQUEST TO WITHDRAW  
EXCEPTIONS AND DISMISS PETITIONS  
TO DISMISS OR DENY APPLICATIONS**

**SHURBERG BROADCASTING OF HARTFORD**

**April 4, 2000**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554

Re: Shurberg Broadcasting of Hartford  
Application for Construction Permit for  
New UHF Television Station on Channel 18 at  
Hartford, Connecticut  
File Nos. BALCT-930922KE and BRCT-881201LG  
MM Docket No. 97-128

Dear Ms. Salas:

Shurberg Broadcasting of Hartford, a party in the above-referenced matters, hereby wishes to advise the Commission of the following:

1. It hereby withdraws, with prejudice, the Consolidated Exceptions and Brief of Shurberg Broadcasting of Hartford, filed by it in MM Docket No. 97-128.

2. It hereby withdraws, with prejudice, the Petitions to Dismiss or Deny that it filed against the assignment of license application in File No. BALCT-930922KE and the renewal of license application in File No. BRCT-881201LG.

3. It requests that the Commission proceed with the issuance of its consent to the applications in File No. BALCT-930922KE, as amended by the Assignor and Proposed Assignee on this day to substitute a new Proposed Assignee, and File No. BRCT-881201LG.

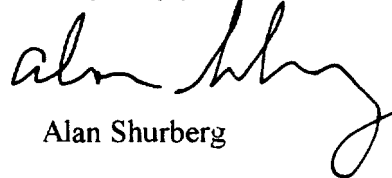
This request is contingent on the Commission granting its consent to the Joint Request for Approval of Settlement Agreement in MM Docket No. 97-128, which is also being filed this day with the Commission.



Ms. Magalie Roman Salas  
April 4, 2000  
Page 2

Should there be any questions in regard hereto, please communicate with Jonathan Shurberg, Esq. at (301) 585-0707.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan Shurberg', with a stylized, flowing script.

Alan Shurberg

cc: Peter D. O'Connell, Esq.  
Thomas Hutton, Esq.  
Barry A. Friedman, Esq.  
Mr. Clay Pendarvis, FCC Video Services Division  
Mr. John Riffer, FCC Office of the General Counsel

101423

**EXHIBIT E**

**DECLARATIONS CONCERNING COMPLIANCE  
WITH SECTION 73.3523(c)(4) OF THE RULES**

## DECLARATION

I, ALAN SHURBERG, declare, under penalty of perjury and pursuant to Section 1.16 of the Rules of the Federal Communications Commission, that:

1. I am the principal of Shurberg Broadcasting of Hartford ("SBH"), an applicant for a construction permit for a new UHF television station on Channel 18 at Hartford, Connecticut, in File No. BPCT-831202KF, and a party to the proceeding in MM Docket No. 87-128 related to the qualifications of Martin W. Hoffman, Trustee-in-Bankruptcy for Astroline Communications Company Limited Partnership ("Trustee"), for the renewal of the license for Station WHCT-TV, Hartford, Connecticut.

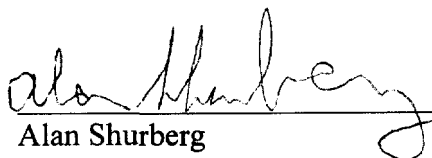
2. The Station Sale and Settlement Agreement ("Settlement Agreement") entered into between SBH, the Trustee, Two If By Sea Broadcasting Corporation ("TIBS") and Entravision Communications Company, L.L.C. ("Entravision"), will serve the public interest by conserving Commission resources through the termination of a proceeding that occupied the Commission for nearly two decades and allowing Entravision, a party that has exhibited its qualifications to own and operate television stations, to utilize the facilities of WHCT-TV to serve the needs and interests of the Hartford community.

3. SBH's application was not filed for the purpose of reaching or carrying out a settlement with any other party regarding the dismissal or withdrawal of its application.

4. The Settlement Agreement entered into between the parties, which provides for the dismissal of SBH's application, the grant of the application (File No. BALCT-930922KE) to assign the license for WHCT-TV from the Trustee to Entravision or an affiliate of Entravision (in place of TIBS), the renewal of the license for WHCT-TV, and the termination of the pending adjudicatory proceeding, is the only agreement, written or oral, by and between SBH, TIBS, the Trustee, and Entravision.

5. Neither SBH nor I have been promised any money or other consideration or reimbursement of expenses by TIBS, the Trustee, Entravision, or any other party, except as is expressly set forth in the Settlement Agreement.

Executed at Silver Spring, Maryland, on the 3<sup>rd</sup> day of April, 2000.

  
Alan Shurberg

## DECLARATION

I, Martin W. Hoffman, declare, under penalty of perjury and pursuant to Section 1.16 of the Rules of the Federal Communications Commission ("FCC"), that:

1. I am the Trustee for the Bankruptcy Estate of Astroline Communications Company, Limited Partnership ("Trustee"), the licensee of Station WHCT-TV, Hartford, Connecticut, and, as such, a party to the proceeding in MM Docket No. 87-128 related to the qualifications of the Bankruptcy Estate of Astroline Communications Company, Limited Partnership for renewal of the license for WHCT-TV.

2. The Trustee, Alan Shurberg, dba Shurberg Broadcasting of Hartford ("Shurberg"), Two If By Sea Broadcasting Corporation ("TIBS"), and Entravision Communications Company, LLC ("Entravision") have entered into a Station Sale and Settlement Agreement ("Settlement Agreement"), which is subject to Bankruptcy Court and FCC approval.

3. The Trustee and TIBS have also entered into an agreement, subject to Bankruptcy Court approval, which provides that the Trustee shall retain an additional \$2.6 Million Dollars from the funds being paid to TIBS under the Settlement Agreement to increase the Trustee's portion to \$3.6 Million Dollars.

4. The Trustee and TIBS have also agreed, subject to Bankruptcy Court approval, that the Trustee shall further retain sufficient funds from the funds being paid to TIBS under the Settlement Agreement to repay a \$300,000.00 loan from Entravision to TIBS as described in the Settlement Agreement.

5. The Trustee, TIBS and Paxson Communications of Hartford-18, Inc. ("Paxson") have also entered into a Stipulation and Order before the Bankruptcy Court, which provides, in part, that as a condition to the approval and/or consummation of the sale to Entravision referred to in the Settlement Agreement, the unpaid balance of an approximately \$1.4 Million Dollar Judgment Paxson allegedly obtained against TIBS, including interest and reasonable attorneys' fees and expenses, shall be paid in full by the Trustee out of the total proceeds realized from the sale. The Trustee and TIBS

have further agreed, subject to Bankruptcy Court approval, that the Trustee shall further retain sufficient funds from the funds being paid to TIBS under the Settlement Agreement to pay said unpaid balance, including interest and reasonable attorneys' fees and expenses.

6. The Trustee and Entravision have also agreed, subject to Bankruptcy Court approval, that Entravision will prepare a DTV Application for the Trustee at its own expense, and that if the sale of said station to Entravision (or its successor-in-interest) does not go through, Entravision shall be reimbursed by the Estate for its reasonable expenses in preparing said DTV Application from the proceeds of any sale of said station and/or FCC license to a third party.

7. The Trustee and TIBS have also agreed, subject to Bankruptcy Court approval, that the Trustee shall further retain sufficient funds from the funds being paid to TIBS under the Settlement Agreement to pay any amounts that may be owing to the Trustee from TIBS under the Time Brokerage Agreements between the Trustee and TIBS (the Trustee and TIBS have agreed that TIBS will not have to reimburse the Trustee for the Trustee's special FCC Attorney's fees [as provided in said Time Brokerage Agreements] incurred after July 1, 1998 if the Trustee obtains more than \$3.1 Million Dollars from the sale of the Station).

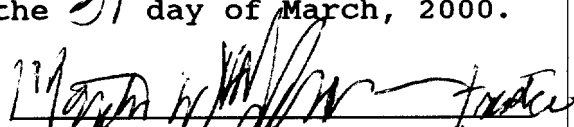
8. The Trustee, TIBS, Shurberg and Entravision have also agreed that Entravision's rights and obligations under the Settlement Agreement will be assigned to Entravision Communications Corporation, Entravision's successor-in-interest.

9. The above-described agreements (and the agreements referenced in the Settlement Agreement) are the only agreements, written or oral, between the Trustee and either Shurberg, TIBS or Entravision regarding the Settlement Agreement. The Trustee has no knowledge of any other agreements between Shurberg, TIBS and/or Entravision.

10. Upon information and belief, TIBS has agreed to pay the reasonable legal fees of Richard Ramirez in connection with the proceeding referred to in paragraph 1 above.

11. Neither the Trustee nor, to my knowledge, any other party to the proceeding referred to in paragraph 1 above (as well as Entravision) has been promised any money or other consideration or reimbursement of expenses regarding the Settlement Agreement, except as expressly set forth in the above-described agreements (and the agreements referenced in the Settlement Agreement).

Executed at West Hartford, on the 31 day of March, 2000.

  
Martin W. Hoffman, Trustee-  
in-Bankruptcy for Astroline  
Communications Company,  
Limited Partnership

## DECLARATION

I, Micheal L. Parker, declare, under penalty of perjury and pursuant to Section 1.16 of the Rules of the Federal Communications Commission, that:

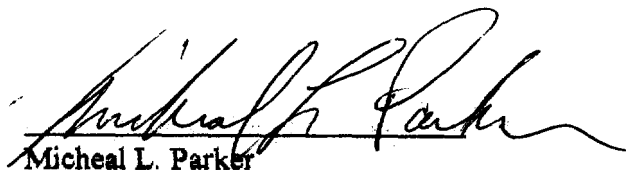
1. I am the President of Two If By Sea Broadcasting Corporation ("TIBS"), a party to the proceeding in MM Docket No. 87-128 related to the qualifications of Martin W. Hoffman, Trustee-In-Bankruptcy of Astroline Communications Company Limited Partnership ("Trustee") for the renewal of the license for Station WHCT-TV, Hartford, Connecticut.

2. The Station Sale and Settlement Agreement ("Settlement Agreement") entered into between myself in TIBS, the Trustee, Shurberg Broadcasting of Hartford ("SBH"), and Entravision Communications Company, L.L.C. ("Entravision"), will serve the public interest by conserving Commission resources through the termination of a proceeding that occupied the Commission for nearly two decades and allowing Entravision Holdings, LLC ("Holdings"), an affiliate of Entravision, a party that has exhibited its qualifications to own and operate television stations, to utilize the facilities of WHCT-TV to serve the needs and interests of the Hartford community.

3. The Settlement Agreement entered into between the parties, which provides for the dismissal of SBH's application, the grant of the application (File No. BALCT-930922KE) to assign the license for WHCT-TV from the Trustee to Entravision or an affiliate of Entravision (in place of TIBS), the renewal of the license for WHCT-TV, and the termination of the pending adjudicatory proceeding, is the only agreement, written or oral, by and between the SBH, TIBS, the Trustee, and Entravision.

4. To the best of my knowledge, neither TIBS nor any other party to the proceeding, as well as Entravision, has promised any money or other consideration or reimbursement of expenses, or will receive any money or other consideration or reimbursement of expenses, except as is expressly set forth in the Settlement Agreement.

Executed on the 28<sup>th</sup> day of March, 2000.



Micheal L. Parker

President

Two If By Sea Broadcasting Corporation